

INDIANAPOLIS DEPARTMENT OF WATERWORKS  
BOARD OF DIRECTORS

RESOLUTION NO. 3, 2005

RESOLUTION APPROVAL OF GRANT OF EASEMENT

WHEREAS, Hamilton-Southeastern Utilities, Inc. ("Hamilton Southeastern"), a sewer utility operating in the service area served by the City of Indianapolis, Department of Waterworks (the "Department") desires an easement that would encumber property owned by the Department of Waterworks (the "Department") in the location and consistent with the grant of easement attached hereto as Exhibit A and incorporated herein by reference (the "Easement");

WHEREAS, the Board of Directors (the "Board") recognizes the public benefit of the Easement;

WHEREAS, the Department's staff has determined it is in the best interests for the Department for the Board to authorize the Easement; and

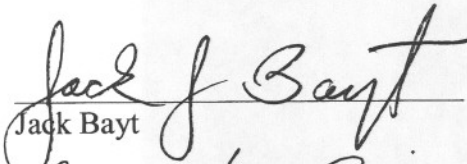
NOW, THEREFORE, BE IT RESOLVED by the Board that it hereby approves the Easement.

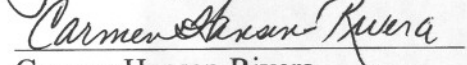
BE IT FURTHER RESOLVED by the Board that the Director of Contracts and Operations of the Department, the Controller's Office and the Office of Corporation Counsel, jointly or singly as appropriate, are hereby authorized and directed: (i) to prepare, execute and deliver each and every other document, certificate, instrument, agreement or affidavit as may be necessary, convenient or proper to effectuate the intent and purposes of the Easement, as appropriate; (ii) to prepare, execute and deliver each and every document, certificate, instrument, agreement or affidavit as may be necessary, convenient or proper to effectuate the intent and purposes of these resolutions, as appropriate; and (iii) to take any and all such additional action as may be necessary, convenient or proper to effectuate the intent and purposes of these resolutions.

BE IT FURTHER RESOLVED by the Board that it ratifies any and all actions of the Director of Contracts and Operations, the Controller's Office and the Office of Corporation Counsel previously undertaken as may have been necessary, convenient or proper to effectuate the intent and purposes of these resolutions.

ADOPTED during a meeting of the Board this 20<sup>th</sup> day of January 2005.

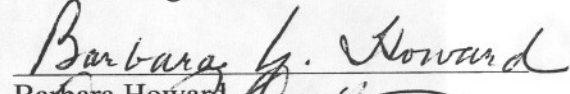
**CONSOLIDATED CITY OF INDIANAPOLIS,  
DEPARTMENT OF WATERWORKS,  
BOARD OF DIRECTORS**

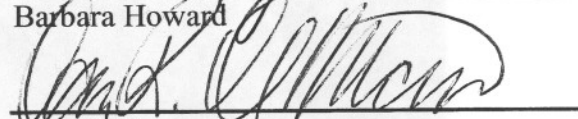
  
\_\_\_\_\_  
Jack Bayt

  
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Carmen Hansen-Rivera

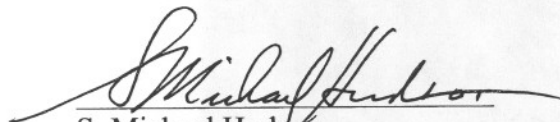
\_\_\_\_\_  
Samuel L. Odle

\_\_\_\_\_  
Beulah Coughenour

  
\_\_\_\_\_  
Barbara Howard

  
\_\_\_\_\_  
Dan DeMars

Attest:

  
\_\_\_\_\_  
S. Michael Hudson,  
Secretary-Treasurer

## SEWER EASEMENT

This document is exempt from Sales Disclosure Form requirement of P.L. 2-2002 Section 6.

This indenture witnesseth that:

The Department of Waterworks of the Consolidated City of Indianapolis, Marion County, Indiana  
c/o Andrew I. Klineman, General Counsel  
City-County Building, Suite 1601  
200 East Washington Street  
Indianapolis, Indiana 46204

of Marion County, State of Indiana (hereinafter called "Grantor") for and in consideration of the sum of Five Thousand and No/100 Dollars (\$5,000.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, sell and convey to Hamilton-Southeastern Utilities, Inc., 11901 Lakeside Drive, Fishers, IN, 46038, (hereinafter called "Grantee") a permanent, exclusive easement and right-of-way to place, construct, operate, control, maintain, reconstruct, relocate, change the size of, repair and remove sewer mains, pipes and conduits, all necessary or incidental auxiliary or feeder service mains, pipes or conduits, lift stations, manholes and other facilities, appliances, apparatus and structures convenient or proper for the purpose of rendering sewage disposal services (the "Sewer Facilities") along, under, through and across the Grantor's real estate situated in Hamilton County, State of Indiana, more particularly described on Exhibit(s) A attached hereto and made a part hereof ("Real Estate").

Access to the Real Estate over the adjoining lands of the Grantor, where necessary, is hereby granted, upon the prior consent of the Grantor, which shall not be unreasonably withheld, to the Grantee; provided however, that wherever the Sewer Facilities are accessible from an adjoining public street or highway, the access shall be from such street or highway.

Grantor shall have the right to fully use and enjoy the Real Estate except for such use as may impair, impede or unreasonably interfere with the exercise by Grantee of the rights granted herein. Grantor shall not construct or permit to be constructed any house, structure, or obstruction (other than ground cover or pavement for driveway or parking purposes) on or over the Sewer Facilities, or that would interfere with the construction, maintenance or operation of any part of the Sewer Facilities. Grantor shall not construct or permit to be constructed: (i) any paved or concrete driveways, parking areas, sidewalks, patios, or similar structures over or within a one (1) foot horizontal distance

of any sanitary sewer manhole castings existing on the Real Estate; (ii) any paved or concrete roads, streets or other thoroughfares over or within a five (5) foot horizontal distance of any sanitary sewer manhole castings existing on the Real Estate; or (iii) any light poles, street lights, or outdoor lights of any kind directly over or within a ten (10) foot horizontal distance of any sanitary sewer mains, laterals, building sewers or manholes existing on the Real Estate.

Grantor shall not place or allow to be placed the toe of a slope of earthen mounding within ten (10) feet horizontal distance of any sanitary sewer mains, laterals, building sewers or manholes existing on the Real Estate. Further, Grantor shall not plant, or allow to grow any trees, shrubbery or similar growths directly over or within ten (10) feet horizontal distance from the drip line of the planting to sanitary sewer mains, laterals, building sewers, or manholes.

Further, Grantor agrees not to change or permit the change of the grade of earth covering the Sewer Facilities. Grantee hereby agrees to indemnify and hold harmless the Grantor and all of its contractors, officers, executives, directors, agents, employees, and representatives from and against any and all claim or threat of claim, cost, loss, damage, expenses, including attorneys' fees, liability, judgment or lien arising out of or in connection with the Grantee's use of this Sewer Easement, including but not limited to, property damage, noise, bodily harm and death.

The Grantee may cut, trim, or remove any and all trees, shrubs, underbrush, bushes, saplings, ground cover, lawns, gardens, landscaping, irrigation systems or other similar vegetation, growth or structures, now or hereafter existing or growing upon or extending over the Real Estate, insofar as may be reasonably necessary utilizing due care, in the exercise by the Grantee of any and all rights and authorities herein and hereby granted to Grantee. Any damage to any public or private gravel or unpaved drives, drainage pipe or tile, or fences of the Grantor including damage to trees, shrubs, underbrush, bushes, saplings, ground cover, lawns, gardens, landscaping, irrigation systems, or other similar vegetation, growth or structures and any damage to asphalt or concrete pavements for sidewalk, access paths, driveways or parking purposes caused by the construction, operation, maintenance or repair of the Sewer Facilities shall be repaired or replaced by the Grantee.

The easement rights and privileges granted herein are exclusive and the Grantor covenants that it will not hereafter convey any other easement or conflicting right within the area covered by this grant. To the extent the easement rights granted herein cross, intersect, or coexist with an existing easement of record or assets owned by the Grantor, the easement granted herein shall not be exclusive with respect to that portion of such prior existing easement or assets owned by the Grantor with which the easement granted herein crosses, intersects, or coexists. Notwithstanding the exclusivity of the easement herein granted, all storm drainage facilities and utility pipes or conduits for other utility services with five (5) feet minimum vertical clearance from the Sewer Facilities may intersect the sewer easement granted herein at a ninety (90) degree angle plus or minus fifteen (15) degrees at any point except at locations within twenty (20) linear feet from a sanitary manhole structure, and all streets, roads or sidewalks may intersect the sewer easement granted herein at a ninety (90) degree angle plus or minus fifteen (15) degrees at any



point except, as concerns sidewalks, at locations within one (1) linear foot from a sanitary manhole structure and, except as concerns streets or roads, at locations within five (5) linear feet from a sanitary manhole structure.

Notwithstanding any other provisions of this Easement Agreement, Grantee, upon prior written consent of Grantor, shall have the right at any time, and from time to time, to construct and install other main extensions or lateral main extensions and appurtenant facilities of any nature connecting to the Sewer Facilities. Said easement also includes the rights and privileges (1) of ingress and egress for the employees, agents and representatives of Grantee, its grantees, successors, and assigns, to, from, and over the Real Estate, (2) to use, upon the prior written consent of the Grantor, temporarily additional space where available and necessary from time to time adjacent to the sewer facilities for equipment and materials necessary for installation, repair and maintenance of Grantee's facilities located in, under, upon and across the Real Estate, and (3) to do all acts and things requisite and necessary for the full enjoyment of the easement hereby granted. Grantee acknowledges and agrees that in the construction, repair, and maintenance of the Sewer Facilities, Grantee shall comply with the following construction requirements: (i) at least five feet (5') of ground cover over the shallowest sewer pipe line in the Real Estate, (ii) use any class or type sewer pipe having a color other than any shade of blue or containing blue stripes or blue lettering; and (iii) notify Grantor of any gravity or force main sanitary sewage line leakage in the area served by the Grantee which may leak into a water supply crossing the Real Estate. Furthermore, Grantee shall be solely responsible for the cost of the initial construction and installation of the Sewer Facilities.

Grantee shall have right and authority, upon the prior written consent of the Grantor, to assign or convey the easement hereby granted or any part thereof to another sewer utility or a successor in interest, but shall have no right to assign or convey the easement hereby granted or any part thereof to another utility not engaged in providing sewer service. The grants, covenants and stipulations herein provided shall extend to and be binding upon the respective heirs, successors and assigns of the parties.

The undersigned executing this Easement on behalf of Grantor represent and certify that Grantor is the owner of the Real Estate, that the undersigned is duly authorized and fully empowered to execute and deliver this Easement, that Grantor has full legal capacity to convey the Easement described herein, and that all necessary action for the making of such conveyance by Grantor has been taken and done.

The prior deed reference required by I.C. § 32-5-2-2 for the real estate burdened by the easement herein granted is recorded in the office of the Recorder of Hamilton County, Indiana, as Instrument No. 200200032489.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by "Grantor".

\_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

STATE OF INDIANA )

) SS:

COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, the \_\_\_\_\_ (the "Company"), who acknowledged the execution of the foregoing Sewer Easement, for and on behalf of the Company, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Printed Name)

Resident of \_\_\_\_\_ County

My Commission expires: \_\_\_\_\_

This instrument prepared by Chris York, Esq., Bingham McHale, LLP., 2700 Market Tower, 10 West Market Street, Indianapolis, Indiana 46204-4900.

Return recorded instrument to Hamilton-Southeastern Utilities, Inc., 11901 Lakeside Drive, Fishers, IN 46038.



Historic Fort Harrison  
8901 Otis Avenue  
Indianapolis, Indiana 46216-1037  
317-826-7100  
317-826-7110 FAX

Engineering  
Surveying  
Landscape Architecture  
GIS - LIS  
Geology

## Exhibit "A"

### Land Description

#### (Permanent Easement)

Part of the Southwest Quarter of Section 6, Township 17 North, Range 06 East, of the Second Principle Meridian in Hamilton County, Indiana, described as follows:

Commencing at the northeast corner of said southwest quarter section; thence South 00 degrees 51 minutes 28 seconds East (assumed bearing) a distance of 501.00 feet; thence North 89 degrees 08 minutes 32 seconds West a distance of 40.00 feet to the West Right-of-Way of Florida Road (the next three calls being along said right-of-way); thence South 00 degrees 51 minutes 28 seconds West a distance of 351.38 feet; thence South 05 degrees 25 minutes 54 seconds West a distance of 124.02 feet; thence South 00 degrees 51 minutes 28 seconds West a distance of 40.00 feet to the North shore line of Geist Reservoir as said shore line would have been established December 30, 1960 plus accretion and minus erosion (with the water level thereof at an elevation 785.0 feet above mean sea level), and being the Point of Beginning; thence South 00 degrees 09 minutes 53 seconds West a distance of 180.49 feet to the South shore line of Geist Reservoir, said point also being the northeast corner of Lot 1 The Valleys at Geist, Section One, a subdivision recorded as Instrument Number 9809867717, Plat Cabinet 2, Slide 195, in the Office of the Recorder of said County; thence South 80 degrees 15 minutes 32 seconds West along said south shore line a distance of 16.16 feet; thence South 65 degrees 04 minutes 23 seconds West continuing along said shore line a distance of 2.89 feet; thence North 00 degrees 40 minutes 13 seconds East a distance of 178.35 feet to the North shore of Geist Reservoir; thence North 70 degrees 14 minutes 13 seconds East along said North shore line a distance of 18.04 feet to the Point of Beginning, containing 3,174 square feet, more or less.



*Will H. Gek*

HSE



Historic Fort Harrison  
8901 Otis Avenue  
Indianapolis, Indiana 46216-1037  
317-826-7100  
317-826-7110 FAX

Engineering  
Surveying  
Landscape Architecture  
GIS - LIS  
Geology

Exhibit "A"



ASSUMED NORTH  
SCALE 1" = 50'

